

**SETTLEMENT AGREEMENT FOR ISSUANCE OF PERMITS TO
AND UPGRADE OF THE
MORRO BAY-CAYUCOS WASTEWATER TREATMENT PLANT**

THIS AGREEMENT (“Agreement”) is made by and between the CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, CENTRAL COAST REGION (the “Water Board”), on the one hand, and the CITY OF MORRO BAY and the CAYUCOS SANITARY DISTRICT (collectively, the “Discharger”), on the other hand. The Water Board and the Discharger are collectively referred to as the “Parties,” and each of them may be singularly referred to as a “Party.”

Recitals

A. Pursuant to the requirements of Clean Water Act (“CWA”) section 402 (33 U.S.C. §1342) and Water Code sections 13000 et seq., the Water Board or the United States Environmental Protection Agency (the “EPA”) must prepare and adopt a National Pollutant Discharge Elimination System (“NPDES”) permit for the Discharger’s wastewater discharge, every five (5) years.

B. Although NPDES permits issued to publicly owned treatment works generally specify secondary treatment of wastewater (33 U.S.C. §1311(b)(1)(B)) or more stringent standards, Congress has authorized the issuance of discharge permits with modified secondary treatment standards under CWA section 301(h) (33 U.S.C. §1311(h)). To qualify for a modified discharge permit, a discharger must satisfy the conditions of CWA Section 301(h) and applicable regulations. The Discharger currently discharges its treated wastewater under a 301(h) modified discharge permit (No. CA0047881) jointly issued by the EPA and the Water Board, which became effective on March 1, 1999. On July 3, 2003, the Discharger applied to EPA and the Water Board for another 301(h) modified discharge permit with a peak seasonal dry weather flow limit of 2.36 million gallons per day (“mgd”).

C. A modified discharge permit was issued to the discharger in March 1985 (Permit No. CA0047881) by the U.S. Environmental Protection Agency (EPA), Region 9 and the California Regional Water Quality Control Board, Central Coast (RWQCB). This original permit expired in March of 1990 and has been reissued by EPA and the RWQCB

twice since, in March 1993 and March 1999. The current (re-issued) permit expired on March 1, 2004, and has been administratively extended until a decision regarding the application is made. On November 10, 2005, USEPA issued its Tentative Decision for the renewal of Discharger's application for a 301(h) modified discharge permit. The USEPA's Tentative Decision states the Discharger has successfully demonstrated (through past performance) the ability to comply with the California Ocean Plan water quality standards for suspended solids, dissolved oxygen, and pH and will be in compliance with all applicable Federal water quality criteria. The Water Board will consider the USEPA's Tentative Decision at the time of the issuance of the Modified Discharge Permit.

D. Subject to the provisions of this Agreement regarding Water Board discretion and New Evidence (defined below), this Agreement contemplates that the Water Board will concur in the Modified Discharge Permit (defined below) and issue the NPDES Permit (defined below), which will effect the Discharger's obligation to complete the upgrade of its treatment facility to a minimum of full secondary treatment standards within a nine-and-one-half-year period. Pursuant to the May 1984 Memorandum of Understanding for Modified NPDES Permits Under Section 301(h) of the Clean Water Act between the California State Water Resources Control Board and EPA Region 9, the Water Board concurs with EPA 301(h) modified discharge permits and issues Clean Water Act Section 401 certification by issuing final waste discharge requirements. Concurrently with issuance of the waste discharge requirements, EPA issues a NPDES permit including the 301(h) modified discharge permit provisions. References in this Agreement to the Water Board "issuing" a permit mean, as applicable, issuance by the Water Board of waste discharge requirements that constitute Section 401 certification of and concurrence with an EPA NPDES permit that includes modifications under Section 301(h), or issuance by the Water Board of an NPDES permit.

E. Disputes have arisen between the parties who wish to avoid unnecessary delay, expense and the uncertainties resulting from litigation over treatment plant upgrades and the currently pending and future applications for discharge permits. The Parties, therefore, have agreed to settle and resolve issues related to the pending application for permit renewal as set forth in this Agreement.

Agreement

In consideration of the foregoing and the following and for other valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

A. DEFINITIONS

1. **Modified Discharge Permit:** A five year NPDES permit and waste discharge requirements jointly issued to the Discharger by the United States Environmental Protection Agency (EPA) and the Water Board in or about February 2006 that will include requirements for biochemical oxygen demand (BOD₅) and suspended solids that are modified pursuant to CWA section 301(h), and that are no more stringent than the limits in the Discharger's current NPDES permit.

2. **NPDES Permit:** A five year NPDES permit issued to the Discharger upon the expiration of the Modified Discharge Permit that includes final effluent limits for biochemical oxygen demand (BOD₅) and suspended solids that are at least as stringent as the CWA requirements for full secondary treatment. Interim effluent limits to effect the Conversion Schedule will be set forth in the NPDES Permit, if allowed by law, or in a 13385(j)(3) Order.

3. **Conversion Schedule:** The schedule for upgrading to full secondary treatment as set forth in Section B.1. It is not the intent of this Agreement to impose numeric or narrative requirements for other constituents (e.g., limits for bacteria) that would effectively require the Discharger to upgrade to full-secondary treatment faster than provided under the Conversion Schedule.

4. **Conversion Period:** The nine-and-one-half-year upgrade period, commencing with the issuance of the Modified Discharge Permit and ending on the last date listed in the Conversion Schedule.

5. **New Evidence:** Clear and convincing evidence not in the administrative record at the time the Modified Discharge Permit is issued that more stringent limits for biochemical oxygen demand (BOD₅) or suspended solids are necessary.

6. **13385(j)(3) Order:** A time schedule order or cease and desist order that requires the Discharger to complete the upgrade according to the Conversion Schedule, and that

meets the requirements of Water Code section 13383(j)(3), in order to allow the Water Board to avoid imposing mandatory minimum penalties.

B. TERMS.

1. Conversion Schedule

The Discharger agrees to undertake a program to install and operate equipment at its treatment plant capable of achieving, and that will achieve, full secondary treatment requirements set forth in 40 C.F.R. Part 133, other than 40 C.F.R. section 133.105. The upgraded treatment plant must adequately address future wastewater flows, projected as of the end of the Conversion Schedule. The Discharger shall complete the planning, design, construction and operation of the facilities necessary to attain compliance with the secondary treatment requirements in accordance with the schedule set forth below (the “Conversion Schedule”).

CONVERSION SCHEDULE

Task	Date of Completion¹
Preliminary Activities:	
1. Morro Bay/ Cayucos Negotiations for Shared Facility Plan and Cost Allocation	April 1, 2006
2. Issuance of Request for Consulting Engineering Proposals for Facilities Master Plan	October 3, 2006
3. Award of Consulting Engineering Contracts	December 22, 2006
Facilities Planning:	
1. Submit Final Draft Facilities Master Plan	September 18, 2008
2. Submit Final Facilities Master Plan	July 22, 2010
Environmental Review and Permitting:	
1. Complete and Circulate Draft CEQA Document	December 18, 2009
2. Certification of Final CEQA Document	October 18, 2010
3. Submit proof of application for all necessary permits	March 17, 2011
4. Obtain all necessary permits	March 19, 2012
Financing:	
1. Complete Draft Plan for Project Design and Construction Financing	October 22, 2008
2. Complete Final Plan for Project Financing	April 20, 2009
3. Submit proof that all necessary financing has been secured, including compliance with Proposition 218	August 20, 2010
Design and Construction:	
1. Initiate Design	April 19, 2011
2. 30 Percent Design	February 7, 2012
3. 60 Percent Design	May 7, 2012
4. 90 Percent Design	July 16, 2012
5. 100 Percent Design	October 19, 2012
6. Issue Notice to Proceed with Construction	January 23, 2013
7. Construction Progress Reports	Quarterly (w/ SMRs)
8. Complete Construction and Commence Debugging and Startup	April 22, 2015
9. Achieve Full Compliance with Secondary Treatment	June 23, 2015

¹ Any completion date falling on a Saturday, Sunday or State holiday shall be extended until the next business day. The Discharger shall submit proof of completion of each task within 30 days after the due date for completion.

Task	Date of Completion ¹
Requirements	

2. Secondary Treatment Limits and Discharger's Conversion to Secondary.

a. First Permit Cycle – Waiver Permit.

1. At its February 2, 2006 meeting, or as soon thereafter as practicable, the Water Board's Executive Officer shall recommend that the Water Board (i) concur in the issuance of the Modified Discharge Permit, and (ii) provide water quality certification of the Modified Discharge Permit under Clean Water Act Section 401 (33 U.S.C. §1341).

2. The BOD₅ and suspended solids limits to be recommended by the Executive Officer for approval are as follows:

Constituent	Units	Monthly (30-day) Average	Maximum at any time
BOD ₅ (20°C)	mg/L	120	180
	lbs/day	2062	3092
	kg/day	936	1404
Suspended Solids	mg/L	70	105
	lbs/day	1203	1804
	kg/day	546	819

3. The findings in the Modified Discharge Permit shall reference this Agreement and shall incorporate the Conversion Schedule. The draft Modified Discharge Permit's findings shall also state that:

(i) Subject to the provisions of this Agreement regarding Water Board Discretion (below) and New Evidence, this Agreement contemplates that the Water Board will concur in the Modified Discharge Permit and issue the NPDES Permit in order to effect the Discharger's agreement and obligation to complete the upgrade of its treatment facility to full secondary treatment standards within a nine-and-one-half-year period.

(ii) Based on the administrative record, including population growth projections through 2015, known environmental and cumulative impacts of the Discharger's existing wastewater treatment facilities, and evidence submitted by the Discharger of the time needed for upgrading the plant, the Conversion Schedule is reasonable, necessary and appropriate.

4. The Modified Discharge Permit shall require the Discharger, as a condition of the Modified Discharge Permit, to submit an application to the Water Board at least 180 days before the expiration of the Modified Discharge Permit, which application requests the NPDES Permit. The Discharger agrees not to apply for a permit that includes modifications to full secondary discharge requirements after the expiration of the Modified Discharge Permit.

5. If the Water Board concurs with the Modified Discharge Permit and issues water quality certification, the Discharger shall complete the tasks in the Conversion Schedule by their respective due dates, except as extended in accordance with this Agreement.

b. Second Five-Year Permit Cycle – NPDES Permit. For the five (5) year period following the expiration of the Modified Discharge Permit, the Water Board shall (i) issue a NPDES Permit that includes effluent limits consistent with CWA full secondary treatment requirements, or any more stringent requirements that are necessary due to New Evidence or that the Discharger agrees to, and (ii) concurrently issue a 13385(j)(3) Order. The 13385(j)(3) Order shall include interim effluent limits for BOD₅ and suspended solids that are the same as those in the Modified Discharge Permit. Notwithstanding the foregoing, the Water Board may include more stringent limits for BOD₅ and suspended solids if there is New Evidence. The Water Board may include a shorter Conversion Schedule, after considering the feasibility of meeting a shorter Conversion Schedule, if there is New Evidence that a shorter schedule is necessary. In either case, the NPDES Permit findings shall clearly identify the New Evidence.

c. Other Permit Provisions. This Agreement does not address any effluent limits of the Modified Discharge Permit and the NPDES Permit other than BOD₅ or suspended solids. Notwithstanding anything herein the contrary, Discharger reserves the right to challenge any other provision of the Modified Discharge Permit and the NPDES Permit besides BOD₅ and suspended solid limits or the Conversion Schedule.

d. Water Board Discretion.

1. This Agreement does not limit the discretion the Water Board would otherwise have regarding the subject matter of this Agreement. The Parties understand that the Water Board

members must consider the evidence before them and exercise their authority consistent with applicable laws, the record before them, and the discretion vested in them by applicable laws. Any decision by the Water Board not to issue the Modified Discharge Permit, NPDES Permit or 13385(j)(3) Order, or to issue a permit that includes more stringent requirements than those set forth in herein, i.e., more stringent BOD₅ or suspended solids limits or a shorter Conversion Period (either explicitly or through the imposition of effluent limits or other requirements that require a shorter Conversion Period), shall not constitute a breach of this Agreement by the Water Board. However, the Water Board's concurrence with the Modified Discharge Permit and related water quality certification, and the issuance of the 13385(j)(3) Order concurrently with the NPDES Permit, are conditions precedent to the Discharger's continuing obligations under this Agreement.

2. The Discharger does not waive the right to challenge the imposition of more stringent limits or standards or a shorter conversion schedule than set forth herein, but agrees not to challenge any provision of the Modified Discharge Permit, NPDES Permit or other order of the Water Board that are consistent with the standards set forth in this Agreement (i.e., Conversion Schedule; BOD₅ and suspended solids effluent limits; remedies for not meeting the Conversion Schedule). Nothing in this Agreement relieves the Discharger of the requirement to exhaust applicable administrative remedies, including those set forth in Water Code Section 13320, to challenge any provision of the Modified Discharge Permit, the NPDES Permit or the 13385(j)(3) Order. The Discharger's sole remedy for any claimed violation of this Agreement shall be by petition pursuant to Water Code Section 13320 and, if applicable, a writ under Water Code Section 13330. The parties acknowledge that the State Board may decline to review any petition filed pursuant to this Agreement. The Discharger hereby waives all of its rights, if any, to seek damages from the Water Board or any of its employees in the event the Discharger claims a breach of this Agreement. Nothing herein shall operate as a waiver of any defenses the Water Board or its employees may assert in such an action.

C. REQUIRED ACTIONS DURING CONVERSION PERIOD.

1. Force Majeure

a. A "force majeure event" is any event beyond the control of the Discharger, its contractors, or any entity controlled by the Discharger, including, but not limited to third party litigation that delays the performance of any obligation under this Agreement despite the

Discharger's best efforts to fulfill the obligation. "Best efforts" includes anticipating any potential force majeure event and addressing the effects of any such event (a) as it is occurring and (b) after it has occurred, to prevent or minimize any resulting delay to the greatest extent feasible. If any event occurs that the Discharger believes is a force majeure event, the Discharger shall immediately notify the Water Board by telephone, and shall notify the Water Board in writing within fifteen (15) calendar days of the date on which the Discharger first knew of the event. The notice shall describe the anticipated length of time the delay may persist, the precise cause or causes of the delay, the measures taken or to be taken by the Discharger to prevent or minimize the delay as well as to prevent future delays, and the timetable by which those measures will be implemented. Failure by the Discharger to comply with the notice requirements of this Paragraph, without good cause shall constitute a waiver of the Discharger's right to obtain an extension of time for its obligations based on such incident.

b. If the Executive Officer agrees that a violation has been caused by a force majeure event, the time for performance of an affected requirement shall be extended for a period not to exceed the actual delay in performance resulting from such circumstance. In addition, liquidated damages shall not be due for said delay. The Executive Officer or the Executive Officer's designee shall notify the Discharger of the agreement or disagreement with the Discharger's claim of a delay or impediment to performance within fifteen (15) calendar days of receipt of the Discharger's notice. If the Executive Officer does not so agree, or does not notify the Discharger of its decision within fifteen (15) calendar days, the request for force majeure classification shall be deemed denied, and the Discharger may appeal that determination to the Water Board and, if denied thereby, may appeal to the State Board. Notwithstanding anything herein to the contrary, Discharger reserves the right to seek judicial review of the State Board decision. The Discharger bears the burden of proving, by a preponderance of the evidence, that each claimed force majeure event is a force majeure event; that the Discharger gave the notice required by this Section; that the force majeure event caused the delay the Discharger claims was attributable to that event; and that the Discharger reasonably attempted to prevent or minimize any delay caused by the event.

c. Unless determined to be a force majeure event, unanticipated or increased costs or expenses associated with the implementation of this Agreement, or changed financial

circumstances, shall not, in any event, serve as a basis for extensions of time under this Agreement, unless otherwise agreed by the Executive Officer.

d. An extension of one compliance date based on a particular incident may, but shall not necessarily result in an extension of a subsequent compliance date or dates.

e. Where the Executive Officer agrees to an extension of time, the appropriate modification shall be made to this Agreement.

f. If the Discharger fails to timely complete a task in the Conversion Schedule because the Discharger must first complete another task with a later due date, the later due date shall not be a defense to missing the earlier due date.

E. ENFORCEMENT

1. Except for force majeure events as provided above, and except as otherwise agreed by the Parties, if the Discharger fails to complete a required action by the date set forth in the Conversion Schedule, liquidated damages shall accrue as set forth below. Liquidated damages shall accrue only with respect to one task on the Conversion Schedule at a time. In other words, if the Discharger is behind schedule with respect to more than one required task, liquidated damages shall accrue only for the most recent task.

a. Liquidated damages shall be \$100/day for the following milestones, which are to be completed prior to the Discharger's issuance of a Notice to Proceed: Issuance of Request for Consulting Engineering Proposals, Submit Final Draft Facilities Plan, Complete and Circulate Draft CEQA Document, Obtain all Necessary Permits, submit proof that all necessary financing has been secured, Initiate Design, 30 Percent Design, and 100 Percent Design. The Discharger shall pay all such accrued liquidated damages within thirty (30) days following the due date for achieving full compliance with secondary treatment requirements. If the Discharger is current (i.e. has "caught up" with the Conversion Schedule) by the due date for achieving full compliance with secondary treatment requirements, or if the Water Board does not issue the 13385(j)(3) Order, any accrued liquidated damages thereon shall be cancelled and forgiven.

b. Liquidated damages shall be \$200/day if the Discharger fails to issue a timely Notice to Proceed. The Discharger shall pay all such accrued liquidated damages, within thirty (30) days following the due date for achieving full compliance with secondary treatment requirements. If the Discharger is current (i.e. has "caught up" with the Conversion Schedule) by

the due date for achieving full compliance with secondary treatment requirements, any accrued liquidated damages thereon shall be cancelled and forgiven.

c. Liquidated damages shall be \$250/day for the first 180 days if the Discharger fails to achieve compliance with secondary treatment requirements by the date specified in the Conversion Schedule. For the next 185 days following the initial 180 days, liquidated damages shall be \$500/day until the Discharger achieves full compliance with full secondary treatment requirements. After 365 days, liquidated damages shall be \$1,000/day until the Discharger achieves full compliance with full secondary treatment requirements. Liquidated damages under this paragraph shall be paid by the Discharger quarterly, commencing on the first day of the next calendar quarter that is at least thirty (30) days following the date on which the stipulated penalty is incurred.

2. In addition to or in lieu of seeking liquidated damages, the Water Board may seek judicial enforcement, including specific performance, of this Agreement, including without limitation enforcement of the tasks and due dates set forth in the Conversion Schedule.

3. If the Executive Officer does not agree that a delay in the Discharger's performance was caused by a force majeure event and the Discharger does not stipulate in writing to the amount of penalties due after missing a milestone under the Conversion Schedule, the Water Board may impose liquidated damages by issuing an administrative civil liability complaint, pursuant to Water Code Sections 13323-13328. This Agreement satisfies the requirement that the Water Board consider the factors in Section 13327. If the Water Board chooses to consider those factors, it may impose liquidated damages in excess of the amounts stated in Section E.1, but nothing in this Agreement waives the Discharger's right to contest amounts in excess of those stated in Section E.1. If the Water Board utilizes the procedures of Sections 13323-13328, the Parties agree that the liquidated damages shall be deemed administrative civil liability. The Water Board may hold administrative civil liability proceedings at any time, but any administrative civil liability order shall include the applicable payment due date and conditions of cancellation and forgiveness set forth in Sections E.1.a and E.1.b. The Discharger may, but shall not be required to, waive the right to a hearing. If the Discharger does not waive the right to a hearing, except as otherwise stated in this paragraph 3, the Discharger agrees not to challenge the daily amount of the liquidated damages as set forth in this Agreement. The issues for hearing shall be limited to whether the Discharger undertook or completed the required task or activity by the completion date(s) in question, the

number of days or months for which liquidated damages apply, and whether the delay, if any, was caused by force majeure. The Discharger agrees not to contest the use of the administrative civil liability process and waives any claim that Water Code Sections 13323-13328 do not apply to administrative enforcement of the stipulated penalty provisions of this Agreement. However, the Discharger reserves the right to petition to the State Board for review of any decision made by the Water Board under this paragraph. Upon the filing of such a petition, the Discharger and the Water Board shall jointly request that the petition be held in abeyance until such time as it is determined, as applicable, that the liquidated damages at issue are not subject to cancellation and forgiveness under Section E.1, such that it can be determined whether any liquidated damages are due and the amount thereof. Following the expiration of the abeyance and either final action by the State Board on the Discharger's petition or the dismissal of the Discharger's petition by the State Board without review, the Discharger may seek judicial review in accordance with California Water Code Section 13330 with respect to the administrative civil liability order. In any such action the Discharger agrees not to challenge the daily amount of the liquidated damages as set forth in this Agreement. Nothing in this paragraph 4 shall relieve the Discharger of any obligation to exhaust applicable administrative remedies prior to seeking judicial review.

4. The requirements of this Agreement with respect to (i) the Conversion Schedule, (ii) the Conversion Period, and (iii) liquidated damages shall be incorporated into the findings adopted by the Water Board in connection with the Modified Discharge and NPDES Permits. In addition to the procedures set forth above for enforcement with respect to failure to meet the Conversion Schedule, the Water Board may use any enforcement action or procedure to remedy any and all violations of the terms of any permit (including the Modified Discharge or NPDES Permits) issued to the Discharger, including, without limitation, any remedy set forth in the California Water Code. Nothing in this Agreement shall limit other remedies available to either Party to enforce the terms and conditions of this Agreement or of any permit or 401 certification issued to the Discharger.

F. MISCELLANEOUS PROVISIONS

1. No Admission of Liability. Except as set forth in this Agreement, nothing in this Agreement shall be construed as an admission of liability by any Party, or as a waiver of any future claims or causes of action, or as an agreement on the appropriate standard of review or causes of

action or claims that may be asserted in challenging any permit issued to the Discharger or the requirements thereof.

2. Signatures. This Agreement may be signed in counterparts. Signatures transmitted by facsimile shall be deemed to have the same force and effect as original signatures. Photocopies and facsimiles of counterparts shall be binding and admissible as originals.

3. Representation by Counsel. The Parties agree and confirm that this Agreement has been freely and voluntarily entered into by the Parties, each of which has been fully represented by counsel at every stage of the proceedings, and that no representations or promises of any kind, other than as contained herein, have been made by any Party to induce any other Party to enter into this Agreement. The language of this Agreement shall be construed in its entirety, according to its fair meaning, and not strictly for or against any of the Parties.

4. Integrated Agreement. Except as otherwise set forth in this Agreement, this Agreement contains the entire understanding of the Parties concerning the matters contained herein and constitutes an integrated agreement.

5. Subsequent Amendment. This Agreement may not be altered, amended, modified, or otherwise changed except after a public meeting by a writing executed by each of the Parties. The Water Board may, on a case-by-case basis in a public meeting, delegate to the Executive Officer the authority to approve and sign on behalf of the Water Board written amendments to this Agreement.

6. Effective Date. This Agreement is effective when signed by all Parties and the effective date shall be date of the last signature.

7. Notice Requirements. Any notice provided under this Agreement shall be provided by facsimile and first class mail as follows:

If to the Discharger:

District Manager
Cayucos Sanitary District
200 Ash Avenue
P.O. Box 333
Cayucos, CA 93430
Telephone: (805) 995 3290
Facsimile: (805) 995 3673

If to the Water Board:

Roger W. Briggs, Executive Officer
REGIONAL WATER QUALITY CONTROL BOARD,
CENTRAL COAST REGION
895 Aerovista Place, Suite 101
San Luis Obispo, CA 93401
Telephone: 805-549-3147
Facsimile: 805-543-0397

City Manager
City of Morro Bay
595 Harbor
Morro Bay, California 93442
Telephone: (805)772-6200

Lori T. Okun, Esq.
STATE WATER RESOURCES CONTROL BOARD
1001 I Street, P.O. Box 100
Sacramento, CA 95814
Telephone: 916-341-5165
Facsimile: 916-341-5199

Marilyn H. Levin, Esq.
OFFICE OF THE ATTORNEY GENERAL
300 South Spring Street, Suite 1702
Los Angeles, CA 90013-1233
Telephone: 213- 897-2612
Facsimile: 213-897-2802

8. Authority. Each Party to this Agreement warrants that the individual executing this Agreement is duly authorized to do so and that execution is the act and deed of the Party.

9. Counsel Approval. Counsel for the represented Parties have negotiated, read, and approved as to form the language of this Agreement, the language of which shall be construed in its entirety according to its fair meaning and not strictly for or against any of the Parties.

10. Fees and Costs. The Parties acknowledge and agree that each of them will bear their own attorneys' fees and costs in the negotiation, drafting, and execution of this Agreement or any dispute arising out of this Agreement.

11. Severability. In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

12. Successors in Interest. Whenever in this Agreement one of the Parties hereto is named or referenced, the legal representatives, successors, and permitted assigns of such Party shall be included and all covenants and agreements contained in this Agreement by or on behalf of any of the Parties hereto shall bind and inure to the benefit of their respective successors and permitted assigns, whether so expressed or not.

13. References. This Agreement is made without respect to number or gender, and as such, any reference to a party hereto by any pronoun shall include the singular, the plural, the masculine, and the feminine.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

CALIFORNIA REGIONAL WATER
QUALITY CONTROL BOARD, CENTRAL
COAST REGION

Dated: _____, 2005

By: _____
Roger W. Briggs, Executive Officer

CITY OF MORRO BAY

Dated: _____, 2005

By: _____
Mayor, Janice Peters

CAYUCOS SANITARY DISTRICT

Dated: _____, 2005

By: _____
President, Robert Enns

APPROVED AS TO FORM

Dated: _____, 2005

By: _____
Lori T. Okun
Senior Staff Counsel

Dated: _____, 2005

By: _____
Rob Schultz, Morro Bay City Attorney

Dated: _____, 2005

By: _____
Timothy J. Carmel
Cayucos Sanitary District Counsel